LAHORE WASTE MANAGEMENT COMPANY

Company Established under Section 42 of Companies Ordinance 1984

CORRIGENDUM NO. 1

FOR

SUPPLY AND COMMISSIONING OF 2 NEW PITLESS WEIGHBRIDGE AT LAKHODAIR LANDFILL SITE.

This refers to the previous invitation to bid published in "The Roznama Express Lahore" dated September 26, 2026 & "Dawn-e-Paper" dated September 27, 2026 vide an IPL No.10112 as well as published on Punjab e-Procurement System (e-P) and PPRA Punjab dated September 24, 2026 for the subject cited bid / tender;

- Bid submission / closing date has been extended till **1100 hours** on **October 22, 2026** and the same has been published on Punjab e-Procurement system (e-P) website (https://ep.punjab.gov.pk) and PPRA Punjab website (https://ppra.punjab.gov.pk) on dated **October 13, 2026**

- Opening of bid under rule 38(2-a) of PPR-14 shall be conducted online through Punjab E-Procurement System (E-P) on the same day at **1130 hours**.

Other terms & conditions of the Bidding Document shall remain the same.

Note:

The URL of the website of the PPRA Punjab is (https://eproc.punjab.gov.pk/) and the URL of the website of the Punjab e-procurement system (E-P) (https://ep.punjab.gov.pk). Response time shall be calculated exclusively from the publication of the advertisement on the aforementioned websites of PPRA Punjab and Punjab e-Procurement system (e-P).

General Manager (P & C)
Office No. 4&5, 4th Floor, Shaheen Complex, Egerton Road, Lahore
Ph: 092-42- 99205153-55, Fax: +92-42-99205156
Email: procurement@lwmc.com.pk

BIDDING DOCUMENT

FOR

SUPPLY AND COMMISSIONING OF 2 NEW PITLESS WEIGHBRIDGE AT LAKHODAIR LANDFILL SITE.

(SINGLE STAGE TWO ENVELOPE PROCEDURE)

Table of Contents

2.1. INTRODUCTION 6
2.1.1 Scope of Bid 6
2.1.2 Source of Funds 6
2.1.3 Eligible Bidders 6
2.1.4. Eligible Goods and Services 8
2.1.5. Cost of Bidding 8
2.1.6. One person one bid 8
2.2. THE BIDDING DOCUMENTS 8
2.2.1. Content of Bidding Documents 8
2.2.2. Clarification of Bidding Documents 10
2.2.3. Amendment of Bidding Documents 10
2.3. PREPARATION OF BIDS 11
2.3.1. Language of Bid 11
2.3.2. Bid Form 11
2.3.3. Bid Prices 11
2.3.4. Bid Currencies 11
2.3.5. Documents Establishing Bidder's Eligibility and Qualification 12
2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents 12
2.3.7. Bid Security 13
2.3.8. Period of Validity of Bids 14
2.3.9. Format and Signing of Bid 14
2.4. SUBMISSION OF BIDS 15
2.4.1 Sealing and Marking of Bids 15
2.4.2 Deadline for Submission of Bids 15
2.4.3. Late Bids 15
2.4.4. Modification and Withdrawal of Bids 15
2.5. OPENING AND EVALUATION OF BIDS 15
2.5.1. Opening of Bids by the Procuring Agency 16
2.5.2. Confidentiality 16
2.5.3. Clarification of Bids 17
2.5.4. Preliminary Examination 17
2.5.5. Examination of Terms and Conditions; Technical Evaluation 18
2.5.6. Correction of Errors 19
2.5.7. Conversion to Single Currency 19
2.5.8. Post-qualification & Evaluation of Bids 20
2.5.9. Contacting the Procuring Agency 20
2.5.10. Grievance Redressal 20
2.6. AWARD OF CONTRACT 21
2.6.1. Notification of Award 21
2.6.2. Performance Guarantee 22
2.6.3. Signing of Contract / Issuance of Purchase Order 22
2.6.4. Award Criteria 22
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award 22
2.6.6. Procuring Agency's Right to Accept or Reject All Bids 23
2.6.7. Re-Bidding 23
2.6.8. Corrupt or Fraudulent Practices 23
SECTION-III. TECHNICAL SPECIFICATIONS / TORS 29
SECTION-IV: BID DATA SHEET 31
SECTION-V: GENERAL CONDITIONS OF CONTRACT 34

1. DEFINITIONS 34
2. APPLICATION 35
3. COUNTRY OF ORIGIN 35
4. STANDARDS 35
5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PROCURING AGENCY 35
6. PATENT RIGHTS 36
7. PERFORMANCE GUARANTEE 36
8. INSPECTIONS AND TESTS (IF APPLICABLE) 36
9. PACKING 37
10. DELIVERY AND DOCUMENTS 37
11. INSURANCE 38
(IF APPLICABLE) 38
12. TRANSPORTATION 38
13. INCIDENTAL SERVICES (IF APPLICABLE) 38
14. SPARE PARTS 38
15. WARRANTY 39
16. PAYMENT 40
17. PRICES 40
18. CHANGE ORDERS 40
19. CONTRACT AMENDMENTS 41
20. ASSIGNMENT 41
21. SUB-CONTRACTS 41
22. DELAYS IN THE SUPPLIER'S PERFORMANCE 41
23. LIQUIDATED DAMAGES 41
24. TERMINATION FOR DEFAULT 42
25. FORCE MAJEURE 47
26. TERMINATION FOR INSOLVENCY 47
27. TERMINATION FOR CONVENIENCE 47
28. RESOLUTION OF DISPUTES 48
29. GOVERNING LANGUAGE 48
30. APPLICABLE LAW 48
31. NOTICES 48
32. TAXES AND DUTIES 49

SECTION-VI. SPECIAL CONDITIONS OF CONTRACT 50

1. Definitions (GCC Clause 1) 50
2. Country of Origin (GCC Clause 3) 50
3. Performance Guarantee (GCC Clause 7) 50
4. Inspections and Tests (GCC Clause 8) 50
5. Packing (GCC Clause 9) 50
6. Delivery and Documents 51
7. Insurance 51
8. Incidental Services (GCC Clause 13) 51
9. Spare Parts 51
10. Warranty 51
12. Payment (GCC Clause 16) 51
13. Prices (GCC Clause 17) 52
14. Liquidated Damages (GCC Clause 23) 52
15. Resolution of Disputes (GCC Clause 28) 52
16. Governing Language (GCC Clause 29) 52
17. Applicable Law (GCC Clause 30) 52
18. Notices (GCC Clause 31) 52

SECTION-VII. SCHEDULE OF REQUIREMENTS 53

SECTION-VIII: FORMS 54

8.1 BID FORM 55
8.2. BIDDER PROFILE FORM 57
8.3. GENERAL INFORMATION FORM 58
8.4. AFFIDAVIT 59
8.5. PERFORMANCE GUARANTEE FORM 60
8.6. TECHNICAL BID FORM 61
8.7 DRAFT CONTRACT 62

THE PROJECT 62

8.8. PRICE SCHEDULE 65
8.9. BID SECURITY FORM 66

SECTION IX- CHECK LIST 67

SECTION-I:

INVITATION TO BID

FOR

SUPPLY AND COMMISSIONING OF 2 NEW PITLESS WEIGHBRIDGES AT LAKHODAIR LANDFILL SITE

The Lahore Waste Management Company (LWMC) invites bids from (eligible as per Bidding Document) Bidders for "**SUPPLY AND COMMISSIONING OF 2 NEW PITLESS WEIGHBRIDGES AT LAKHODAIR LANDFILL SITE.**". Joint venture / Consortium is not allowed to participate. National competitive bidding process will be conducted online through Punjab e-Procurement system (e-P) under rule 38(2)(a) of PPR-14 i.e. Single Stage Two Envelope bidding procedure with least cost selection method.

Bidding Document has been published on PPRA Punjab and Punjab e-Procurement System (e-P) websites. Prospective bidders may view and download the Bidding Document from PPRA Punjab website (www.ppra.punjab.gov.pk) & Punjab e-Procurement System (e-P) Website (ep.punjab.gov.pk/) free of cost. Detail of Estimated Price along with required Bid Security is as under (bid security will be submitted online as per the guidelines of Punjab eProcurement system / regulations)

Sr.	Description (As per Technical Specifications / TORs)	Estimated Price (Rs.) with taxes	Bid Security Amount @ (2%) of Estimated Price (Rs.)
1	Supply and Commissioning of 2 New Pitless Weighbridges	17,829,800/-	356,596/-

The URL of the website of the PPRA Punjab is (https://eproc.punjab.gov.pk/ActiveTenders.aspx) and the URL of e-P website is (https://ep.punjab.gov.pk). Response time shall be calculated exclusively from the date of publication of tender notice / advertisement on the aforementioned websites of PPRA & e-P Punjab.

Bids duly completed, signed, stamped and in complete conformity with the Bidding Document shall be submitted online through Punjab e-Procurement System (e-P) website (i.e. https://ep.punjab.gov.pk/) till 1100 Hours on or before **October 14, 2026**. Online opening of Technical Bids will be conducted on the same day at **1130 hours** through Punjab e-Procurement System (e-P) website in the presence of the prospective bidders or their representatives who choose to be present. Bids submission on Punjab e-Procurement System (e-P) website portal shall entirely be the responsibility of the Bidder.

General Manager (P & C)
Office No. 4&5, 4th Floor, Shaheen Complex, Egerton Road, Lahore
Ph.: 092-42- 99205153-55, Fax: +92-42-99205156
Email: procurement@lwmc.com.pk

Section-II: Instructions to Bidders (ITB)

Note: All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014. In case of any conflict between the provision of this document and PPRA Act-2009 / PPRA Rules-2014, the later shall prevail.

2.1. Introduction

2.1.1 Scope of Bid

i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the "**SUPPLY AND COMMISSIONING OF 2 NEW PITLESS WEIGHBRIDGE AT LAKHODAIR LANDFILL SITE"** as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver the required Equipment within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds / a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been published.

2.1.3 Eligible Bidders

i) The Invitation to Bids is open to all bidders who meet the Mandatory criteria as specified in Bid Data Sheet.

ii) Joint venture, consortium, or association is not allowed in this tender.

iii) Bidders should not be under a declaration of blacklisting by the LWMC and/or by the Punjab Procurement Regulatory Authority (PPRA).

iv) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

a) Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the

Procurement of the goods to be purchased under this Invitation for Bids.

b) have controlling shareholders in common; or
c) receive or have received any direct or indirect subsidy from any of them; or
d) have the same legal representative for purposes of this Bid; or
e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
f) Submit more than one Bid in this Bidding process, however, this does not limit the participation of subcontractors in more than one Bid.

v) A Bidder may be ineligible if;

(a) The Bidder is declared bankrupt or, in the case of company or firm, insolvent;
(b) Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
(c) Legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
(d) The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
(e) The Bidder is debarred and blacklisted due to involvement blacklisting by the LWMC and/or by the Punjab Procurement Regulatory Authority (PPRA)in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with

Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) blacklisting by the LWMC and/or by the Punjab Procurement Regulatory Authority (PPRA) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the ***Bid Data Sheet (BDS)***, and all expenditures made under the contract will be limited to such goods and related services.

ii) For purposes of this clause, "origin" means the place where the goods are manufactured, or the place from which the related services are to be rendered.

iii) The origin of goods and services is distinct from the nationality of the Bidder. In any case, the requirements of rules 10 & 26 of PPR-14, shall be followed.

2.1.5. Cost of Bidding

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process. No Bidder can be a sub-contractor while submitting a Bid.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

(a) Invitation to Bids

(b) Instructions to Bidders (ITB)

(c) Technical Specifications / TORs

(d) Bid Data Sheet

(e) General Conditions of Contract (GCC)

(f) Special Conditions of Contract (SCC)

(g) Schedule of Requirements

(h) Forms

- Bid Form
- Bidder Profile Form
- General Information Form
- Affidavit for Blacklisting, Correctness of Information & Integrity Pact
- Technical Bid Form
- Performance Guarantee Form
- Draft Contract
- Price Schedule
- Bid Security Form

(i) Check List

ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

2.2.2. Clarification of Bidding Documents

i) A prospective Bidder requiring any clarification of the Bidding Document may notify the Procuring Agency in writing through Punjab E-Procurement System or by email at the Procuring Agency's address indicated in Invitation to Bid / Tender Notice / Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding Document which it receives not later than Seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Procuring Agency's response will be published on Punjab E-Procurement System for the information of all prospective Bidders.

ii) Should the Procuring Agency deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3.**

iii) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a Pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents**.**

iv) Minutes of the Pre-Bid meeting, if applicable / required (in case of an amendment to bidding document only), including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be published on Punjab E-Procurement System. Any modification to the Bidding Documents that may become necessary as a result of the Pre- Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non- attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Documents by amendment. Any such change/amendment in the Bidding Document shall be published on Punjab E-Procurement System as well as on PPRA Punjab website as per Rule-25(3) of PPR-14.

ii) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Document and shall be published on Punjab E-Procurement System and PPRA Punjab websites.

iii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder must be in same language.

2.3.2. Bid Form

i) The Bidder shall complete the Bid Forms and the appropriate Price Schedule (Financial Bid) furnished in the Bidding Documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

i) The Bidder shall indicate on form **8.8** the unit prices and Total Bid Price, it proposes to supply under the contract.

ii) Prices indicated in the Price Schedule shall be evaluated on the basis of Total Bid Price. Bidder shall fill the price schedule for complete items. Partially / conditionally filled price schedule or bid shall be treated as non-responsive.

iii) Prices quoted by the Bidder shall be fixed during the Bidder's performance under the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

iv) Alternate Financial Bids and conditional bids are not allowed and shall be rejected.

2.3.4. Bid Currencies

i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted such as warranty and after sales services etc.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule / Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and

vii) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and

conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.

viii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

2.3.7. Bid Security

i) Bid security will be submitted online as per the guidelines of Punjab e-Procurement system / regulations.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.7. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) Bank Guarantee, Bank Call-Deposit Receipt (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for the period equal to or 30 days beyond the validity of Bid.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.

v) An Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible upon award of contract but not later than 30 days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"***38(2)(a)(vii)*** *the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

Provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive

Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security will be forfeited:

a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b. if a bidder refused to accept correction of arithmetic errors in Price Schedule which are corrected/rectified vide clause 2.5.6 of the Bidding Document.

c. in the case of a successful Bidder, if the Bidder:

i. fails to sign the contract in accordance with ITB Clause 2.6.3; **or**

ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. Is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

2.3.8. Period of Validity of Bids

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

i) The Bidder shall prepare an original Bid duly signed & stamped by the authorized representative of the bidder as per the bidding procedure specified in BDS. All pages of the Bidding

Document, shall be initialed by the person or persons signing the Bid.

ii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

i) The Bidder shall submit its Bid online through Punjab E-Procurement System in accordance with the provisions / regulations of e-procurement procedure.

ii) The Bid shall:

a. Be addressed to the Procuring Agency bear the title of procurement activity indicated in the Bid Data Sheet or in the Invitation to Bids (ITB)

2.4.2 Deadline for Submission of Bids

i) Bidder shall submit its bid online through Punjab E-Procurement System till the date and time specified in the Bid Data Sheet.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS.**

2.4.3. Late Bids

i) Late bids are not allowed.

2.4.4. Modification and Withdrawal of Bids

i) The Bidder may modify or withdraw its Bid online through Punjab E-Procurement System (E-P) before the closing date of Bid's submission.

ii) No Bid shall be withdrawn or modified after the deadline for submission of Bids which will lead to forfeiture of bid security of the bidder.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

i) The Procuring Agency will open all Bids online through Punjab E-Procurement System, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.

ii) In case of Single Stage One Envelope Procedure, all proposals holding the Bid shall be opened one at a time. The Bidders names, the Bid prices, the total amount of Bid, any discounts, the presence or absence of Bid Security and such other details as the Procuring Agency may consider appropriate, will be announced by the Bid Opening Committee.

iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings.

iv) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

v) No Bid will be rejected at the time of Bid opening except for late Bids and bids not containing required bid security.

vi) The Procuring Agency shall prepare minutes of the Bid opening and upload the same on Punjab E-Procurement System website.

2.5.2. Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered. The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

ii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a) Evaluation & qualification criteria;
b) Required scope of work or specifications;
c) All securities requirements;
d) Tax requirements;
e) Terms and conditions of bidding documents.
f) Change in the ranking of the Bidder

2.5.4. Preliminary Examination

i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

ii) Arithmetical errors will be rectified as per clause 2.5.6.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations / Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

a) Meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
c) Has been properly signed;
d) Is accompanied by the required securities; and
e) Is substantially responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder.

ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS,** have been met.

iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance**,** it shall reject the Bid.

2.5.6. Correction of Errors

i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows;

a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its entire Bid will then be rejected, and the full Bid Security will be forfeited.

2.5.7. Conversion to Single Currency

i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

2.5.8. Post-qualification & Evaluation of Bids

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production / supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility / qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

iv) The **financial evaluation** of a Bid will be carried out on the basis of Total Bid Price as quoted / offered by the bidder in Price Schedules **(8.8**) which must be inclusive of all applicable / prevailing taxes, duties, fees, transportation and delivery charges etc. and other obligations as per TORs.

2.5.9. Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing through Punjab E-Procurement System.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee.

ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and

conditions prescribed in the Bidding documents found contrary to provision of Rule 34, and the same shall be addressed by the GRC well before the proposal submission deadline.

iii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure, any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall publish the technical evaluation report on the website of PPRA and Punjab E-Procurement System.

iv) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelope bidding procedure is adopted.

v) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or through Punjab E-Procurement System or by email to be confirmed in writing by registered letter, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

iv) The successful bidder will provide stamp papers as per stamp duty Act 1899 as per requirement of Procuring Agency as per Law.

2.6.2. Performance Guarantee	i)	Within Ten (10) days of the receipt of notification of award / letter of acceptance from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.
	ii)	Failure of the successful Bidder to comply with the requirement of ITB Clause 2.6.2 (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2 (ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.
2.6.3. Signing of Contract / Issuance of Purchase Order	i)	At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order [as the case may be].
	ii)	Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within three (03) working days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.
	iii)	Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance security, as per rule 55 of PPR-14.
2.6.4. Award Criteria	i)	Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.
2.6.5. Procuring Agency's Right to	i)	The Procuring Agency reserves the right to increase or decrease the quantity of goods and services originally specified in the

Vary Quantities at Time of Award		Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).
2.6.6. Procuring Agency's Right to Accept or Reject All Bids	i)	As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.
	ii)	The Bidders shall be promptly informed about the rejection of the Bids or will upload the cancellation on Punjab E-Procurement System & PPRA website for the information of the bidders, if any.
	iii)	The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.
2.6.7. Re-Bidding	i)	If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.
2.6.8. Corrupt or Fraudulent Practices	i)	The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. "Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows: *"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:*

i. *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
ii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
iii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
iv. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process."*

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Sub Requirements & Procedure for Blacklisting & Debarment:

S-17A of PPRA, Act, 2009:

"*17A. Blacklisting*. *– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

As per rule 21 of PPR-14:

***21. Blacklisting**. –(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) Indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) May request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *(c) The statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*

6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or*

Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

Section-III.

SUPPLY AND COMMISSIONING OF 2 NEW PITLESS WEIGHBRIDGE AT LAKHODAIR LANDFILL SITE

Technical Specifications / TORs

SCOPE OF WORK

Procurement and Commissioning of 2x New Pitless Weighbridges (80 Metric Ton Capacity each)

Background

The Lahore Waste Management Company requires the procurement and commissioning of **two (2) new pitless weighbridges**, each with a **weighing capacity of 80 metric tons,** to enhance its capability in vehicle weight monitoring for operational efficiency, regulatory compliance, and data accuracy. These weighbridges are to be installed at Lakhodair Site.

Objectives

- To procure, install, and commission two modern, durable, and legally compliant **pitless weighbridges** with 80 Metric Ton capacity.
- To ensure accurate and reliable vehicle weighing operations.
- To train staff in the operation and basic maintenance of the weighbridges.

Scope of Work

1. The selected vendor/contractor shall be responsible for the supply, delivery, installation, calibration, testing, commissioning, and staff training for the two weighbridges size 10x40 feet each at designated Lakhodair site.

2. Specific tasks include:
    a. Design Review for structural and electrical compatibility.
    b. Supply and delivery of complete pitless weighbridge systems (80 metric ton capacity each, electronic load cells, junction boxes, indicator terminals, caballing, connectivity etc.).
    c. Installation and Civil Works, including foundation slab construction, ramps, cable ducts, and platform assembly.
    d. Electrical and IT Integration, including power connection, grounding, and data transmission systems.
    e. Calibration using certified test weights.
    f. System Testing & Commissioning, including verification of load accuracy and functionality.
    g. Software providing and Installation including printer, reporting tools, and user interface setup.
    h. Operator and Maintenance Training.
    i. Provision of Documentation, including operation manuals, calibration certificates, warranties, and as-built drawings.
    j. Legal Metrology Compliance, including support for certification by relevant national standards body.

Technical Specifications: Each weighbridge shall meet the following minimum pacifications:

a. Type: Pitless surface-mounted
b. Capacity: 80 metric tons (minimum)
c. Platform Dimensions: Minimum 40 feet long × 10 feet wide cleared platform.
d. Load Cells: Digital/Analog, IP67-rated or higher, minimum 8 load cells
k. Weighing Terminal: Digital indicator (LAN enabled and Serial to LAN convertor IP supported) with alphanumeric display
l. Construction: Steel deck with corrosion-resistant coating
m. Software: Weighbridge management software with reporting functionality
n. The selected vendor/contractor will complete weighbridges commissioning in all aspects.

Sr.	Minimum Specifications for each Weighbridge	Qty.	WB Unit(s)
1	Type Steel Platform 40 x 10 feet, Modular Design: No of modules: 03 Specification: Platform Size 40 x 10 feet Platform Approx. Weight: 13 -14.5 Tons Weighing/Loading Capacity: 80 Metric Tons Division: 5kg /10kg Top plate must be 12mm Load cell base pate must be used Mian girder and cross girders must be H-Beam Assembly plate must be used Grouting plates 08, size 10”x12”	1	2
2	Load Cell-Compression Type Model: HM9B-30/40T (Zemic/Relevant)	8	2
3	Weight Indicator with RS-232-LAN Converter and IP enabled, Terminal Model Zemic/Relevant	1	2
4	Junction Box – JB-8 - Zemic/Relevant, support -08 Load cells	1	2
5	External Outdoor Display	1	2
6	Load cell wires (set)	1	2
7	Earth Pits – Value under 5 Ohms (Grounding)	1	2
8	Pit foundation, pitless-type for 40 x 10 feet Steel with 20 feet RCC ramp (1 feet thickness) on both sides with 100-120 feet drain width 18"x 18"x18” depth along weighbridge foundation with 01 manhole pit 6’x6’x4’ (drain and main hole will be covered with RCC slab)	1	2
9	Stoppers,all nuts and bolts etc.	1	2
10	Complete delivery, Installation, commissioning and Calibration service with minimum 30MT up to client site in all aspect till the satisfaction of LWMC. The weighbridge project must be completed in all respects.	1	2
11	Complete Software	1	2

Deliverables

a. Two fully weighbridges installed in all aspect, tested, and commissioned pitless weighbridges
b. Calibration and certification documents
c. Operator and maintenance training
d. As-built drawings and system schematics
e. Warranty certificates
f. Commissioning reports and handover certificates

Duration & Timeline

The entire process from contract signing to final commissioning and handover—must be completed within **7 weeks** with indicative milestones.

Payment Plan:

Payment will be made within 30 days in Pak Rupees through cross cheque as per the following schedule subject to provision of satisfactory delivery certificate and invoice;

Additional Technical Requirements:

1. The contractor will submit complete company profile with technical proposal.
2. On site delivery of weighbridges equipment and commissioning duly fitted in functional/operational.
3. The contractor will supply genuine, brand new, non-refurbished, un-altered goods.
4. The contractor must be have minimum 5 years' experience in same field of supplying, making and commissioning of weighbridges.
5. The firm will furnish the CVs of its technical and operational staff. Every technical personal must have minimum 4 years' experiences of weighbridges.
6. The contractor will provide 3 clients of Government/Semi Govt. Or multination companies
7. The contractor of weighbridge to be registered with "Directorate General of Industries, Prices Weights and Measures, Punjab, Lahore", the contractor will provide weighbridge manufacturing certificate.
8. The contractor must have well established technical workshop/factory.
9. LWMC has the right to select or reject the contractor in view the scope of services.

Stamp & Signature of Bidder _____

Section-IV: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Procuring Agency: **Lahore Waste Management Company** Procurement Name: **"SUPPLY AND COMMISSIONING OF 2 NEW PITLESS WEIGHBRIDGES AT LAKHODAIR LANDFILL SITE"** more precisely described in Section-III.
2.	2.1.2	Financial year for the operations of the Procuring Agency: [FY 2026-27] Name of Project / Grant (Development or Non-Development): Non-Development Name of financing institution: Government of the Punjab.
3.	2.1.3	**Mandatory Criteria;** a. Legal Status of the Bidder with registration certificate; • In case of Company, SECP Certificate of Incorporation is required along with latest Form A and Form-9/Form-29 required) • In case of AOP / Firm, Form C/D along with Partnership Deed is required; • In case of Business Individual, NTN with business name is required. b. Registration with Income Tax Authorities for the last two years. c. Registration with Sales Tax Authorities for the last two years (Operative STRN Required). d. Active Taxpayers Status w.r.t Income Tax & Sales Tax. e. Affidavit on Stamp Paper (Rs.100) including Integrity Pact that bidder is not black listed by LWMC and / or by the PPRA Punjab including declaration of Integrity Pact (As per form 8.4) f. Experience of at least one '1' Similar Project/ Assignment (Copy of evidence e.g. Experience Letter, Letter of Appointment / Acceptance etc.)

<table>
<tr><td></td><td></td><td>
<table>
<tr><td>g.</td><td>Audited Financial Statements / Reports for the last two ‘2’ Years.</td></tr>
<tr><td>h.</td><td>Compliance of Technical Specifications / TORs / Additional Technical Requirements (To be verified by the concerned user department).</td></tr>
</table>
</td></tr>
<tr><td></td><td></td><td>

Failure to comply the above-mentioned mandatory criteria / Provision of Mandatory documents will lead to disqualification / non- responsiveness of the bidder.
Documented proofs for the Mandatory Criteria must be submitted along with the bid/proposal online through Punjab e-procurement System (e-P).
After technical evaluation, financial proposals of only technically responsive bidders w.r.t mandatory criteria, additional technical requirement and compliance to the Section-III will be opened and contract will be awarded to lowest evaluated bidder.

</td></tr>
<tr><td>4.</td><td>2.1.4 (i)</td><td>Ineligible country(s) is [Israel & India]</td></tr>
<tr><td>5.</td><td>2.2.2</td><td>Pre-Bid meeting is not required. For clarification purpose, the address of procuring agency is mentioned below;

General Manager (P & C)
Office No. 4&5, 4th Floor, Shaheen Complex, Egerton Road, Lahore.
Tel: 092-42- 99205153-55, Fax: +92-42-99205156
Email: procurement@lwmc.com.pk]</td></tr>
<tr><td>6.</td><td>2.3.1</td><td>The language of the Bid is English.

All correspondence shall be in the English language.

The language for translation of supporting documents and printed literature is English language.</td></tr>
<tr><td>7.</td><td>2.3.4</td><td>The price quoted shall be in PKR</td></tr>
<tr><td>8.</td><td>2.3.7</td><td>Estimated Price is as follows: (As per Technical Specifications / TORs)
Amount of required Bid Security is:
<table>
<tr><th>Sr.</th><th>Description (As per Technical Specifications / TORs)</th><th>Estimated Price (Rs.) with taxes</th><th>Bid Security Amount @ (2%) of Estimated Price (Rs.)</th></tr>
<tr><td>1</td><td>Supply and Commissioning of 2 New Pitless Weighbridges</td><td>17,829,800/-</td><td>356,596/-</td></tr>
</table>
</td></tr>
</table>

		bid security will be submitted online as per the guidelines of Punjab e-Procurement system / regulations
9.	**2.3.8**	Bid validity period after opening of the Bid is 150 days.
10.	**2.4.1**	**National Competitive Bidding** shall be conducted online through Punjab e-Procurement System (e-P) under rule 38(2)(a) of PPR-14 i.e. **Single Stage Two Envelope Bidding Procedure** with **Least Cost method**.
11.	**2.4.2**	The deadline for online Bid submission through Punjab e-Procurement System (e-P) is; **October 14, 2026** till **1100 hours**.
12.	**2.5.1**	Time, date/ Month/ Year, and place for online Bid opening through Punjab e-Procurement system (E-P); Date & Time: **October 14, 2026** at **1130 Hours**. The Bid / Proposal opening address is as under; **General Manager (P & C)** Office No. 4&5, 4th Floor, Shaheen Complex, Egerton Road, Lahore. Tel: 092-42- 99205153-55, Fax: +92-42-99205156 Email: procurement@lwmc.com.pk
13.	**2.5.8**	Evaluation of Technically Responsive Bids (w.r.t mandatory criteria, additional technical requirement and compliance to the Section-III) shall be carried out on the basis of Total Bid Price and Contract will be awarded to the lowest evaluated bidder on the basis of least cost selection method.
14.	**2.6.2**	The Performance Guarantee shall be: 5% of the Contract Price in shape of CDR / Bank Guarantee. Performance guarantee will be released after successful completion of contract period / deliverables / Warranty Period (whichever is later). Performance Guarantee will be submitted online as per the guidelines of Punjab e-Procurement system / regulations
15.	**2.6.5**	Percentage for quantity increase is: 15%

Section-V: General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods or produced/manufactured, or from which the Services are rendered.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned authority.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency.

6. Patent Rights (If Applicable)

6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. Performance Guarantee

7.1. Within Ten (10) days of receipt of the notification of Contract award / Letter of Acceptance, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in the following forms:

(a) a bank guarantee issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests (If applicable)

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and / or other documents to be furnished by the Supplier are specified in SCC.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".
10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.4. Documents to be submitted by the Supplier are specified in SCC.

11. Insurance (If Applicable)

11.1. The Goods supplied under the Contract shall be delivered duty paid under which risk is transferred to the buyer after having been delivered, hence is seller's responsibility.

12. Transportation

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including insurance, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

13. Incidental Services (If Applicable)

13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Satisfactory performance for specified time / quantity on-site and / or supervision of on-site assembly and / or start-up of the supplied Goods;

(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) Training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

(i) The prevailing rates charged for other parties by the Supplier for similar services; and
(ii) Original price of goods.

14. Spare Parts

14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for the period as specified in Technical Specifications / TORs or in Special Conditions of Contract after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract as specified in SCC.

15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to

any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3. Payments will be made promptly by the Procuring Agency within thirty (30) days against actual deliverables after receipt of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4. The currency of payment is [PKR]

17. Prices

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

(b) The method of shipment or packing;

(c) The place of delivery; and/or

(d) The Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date

of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. Sub-Contracts

21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Supplier's Performance

22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23. Liquidated Damages

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in

SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;

(b) If the Supplier fails to perform any other obligation(s) under the Contract; or

(c) If the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

(d) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

vi. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

vii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency

to establish prices at artificial, noncompetitive levels for any wrongful gain;

viii. *Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*

ix. *Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

x. *Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process*

Blacklisting & Debarment:

Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

Substantial Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

Blacklisting. – (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

21. Blacklisting. – (1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

(a) acted in a manner detrimental to the public interest or good practices;

(b) consistently failed to perform his obligation under the Contract;

(c) not performed the Contract up to the mark; or

(d) Indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) Shall forward the decision to the Authority for publication on the website of the Authority; and

(b) May request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *(c) The statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*

8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.*

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g. epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

27. Termination for Convenience

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which

performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

(a) To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency.

Section-VI. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: Lahore Waste Management Company (LWMC)

GCC 1.1 (h)—The Procuring Agency's country is: Pakistan

GCC 1.1 (i)—The Supplier is: Awardee

GCC 1.1 (j)—The Project Site is: Lahore Waste Management Company or any other designated office.

2. Country of Origin (GCC Clause 3)

[All countries and territories as indicated in Section IV, BDS, of the Bidding documents, as ineligible may be mentioned here: Israel]

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, • The Performance Guarantee shall be: 5% of the Contract Price in shape of CDR / Bank Guarantee. Performance guarantee will be released after successful completion of contract period / deliverables / Warranty Period (whichever is later). Performance Guarantee will be submitted online as per the guidelines of Punjab e-Procurement system / regulations

GCC 7.4— the Performance Guarantee shall be retained to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: *Inspection and test will be carried out at LWMC Premises.*

5. Packing (GCC Clause 9)

GCC 9.2— N/A.

6. Delivery and Documents

(GCC Clause 10) Delivered Duty Paid / FOR at buyer's premises as per the schedule of requirement. The entire process from contract signing to final commissioning and handover must be completed within 7 weeks with indicative milestones.

(DDP / FOR terms)

GCC 10.3—upon shipment, the Supplier shall notify the Procuring Agency the full details of the supply, including Contract / PO number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Agency after receipt / acceptance of goods / equipment at buyer's premises:

(i) Copy of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;
(ii) Delivery note, transportation receipt;
(iii) Warranty Certificates

7. Insurance

(GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered the entire equipment, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

As specified in GCC 13.1 and Technical Specifications / TORs.

9. Spare Parts

N/A

10. Warranty

GCC 15.2—Standard Warranty (i.e. One Year)

12. Payment (GCC Clause 16)

Payment will be made within 30 days in Pak Rupees through cross cheque as per the following schedule subject to provision of satisfactory delivery certificate and invoice;.

13. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed and shall not be escalated / adjusted.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.07% per day of the Contract Price of the delayed goods or services per day. But not to exceed in the aggregate ten (10%) of Estimated Cost stated in the Notice of Contract Award / Letter of Acceptance by the Procuring Agency.

15. Resolution of Disputes (GCC Clause 28)

GCC 28.2—the dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940. Whereas, place of arbitration will be Lahore.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan).

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes:

General Manager (P & C)
Office No. 4&5, 4th Floor, Shaheen Complex, Edgerton Road, Lahore
Tel: 092-42- 99205153-55, Fax: +92-42-99205156

Section-VII. Schedule of Requirements

As per Section III

Stamp & Signature of Bidder _____

Section-VIII: Bid Forms

8.1 BID FORM

[To be signed & stamped by the Bidder and reproduced on the letter head as well as on copy of this form. To be attached with the Financial Bid]

To:

The Chief Executive Officer
Lahore Waste Management Company (LWMC)
Office No. 4-5, 4th. Floor, Shaheen Complex, Edgerton Road, Lahore, Pakistan

Gentlemen:

Having examined the bidding documents including Addendum No _____, for the above Contract, we, the undersigned, offer to deliver the goods / render services as specified in Technical Specifications / TORs and in conformity with the said bidding document for the Total Bid Price of required supplies / services against respective items.

Sr.	Description (As per Technical Specifications / TORs)	Total Bid Price (Inclusive of All Applicable Taxes) (Rs.)
1	Supply of Pitless Weighbridge at Lakhodair Landfill Site	
2	Installation, Commissioning, Configuration and testing charges	
Total Bid Price in Figure (Rs) Inclusive of all applicable taxes		
In Words:		

[*Amounts must coincide with the ones indicated under Total Bid Price in* PRICE SCHEDULE **8.8**].

Or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our above stated total bid price is accepted, to complete the Work in accordance with the Contract Execution Schedule provided in the Technical Specifications / TORs.

If our Total Bid Price is accepted, we will provide the performance guarantee in the sum equivalent to **5 percent** of the contract price as elaborated in BDS, for the due performance of the Contract.

We agree to abide by this Bid for the period of **One Hundred Fifty (150)** days from the date fixed for bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof in your Notification of Contract Award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest-priced or any Bid that you may receive.

Dated this_____day of _____20_____.

Bidder Signature Along with Seal

WITNESS

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Address: _____ Address: _____

8.2. BIDDER PROFILE FORM

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	**Registered Office:**
Address:	
Office Telephone Number:	
Fax Number:	
3.	**Contact Person:**
Name:	
Personal Telephone Number:	
Email Address:	
4.	**Local office if any:**
Address:	
Office Telephone Number:	
Fax Number:	
5.	**Registration Details:**

b) Details of Experience (Last 1 Year);

(i)	**Similar Project (Agency/Department)**	**Item Name**
(ii)	**Value of total Projects/Tenders/POs**	**Amount**

Stamp & Signature of Bidder _____

8.3. GENERAL INFORMATION FORM

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			**Sales Tax Registration No**	
No. of Employees			**Company's Date of Formation**	

*Please attach copies of NTN, GST Registration.

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

Stamp & Signature of Bidder _____

8.4. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by Oath Commissioner / Notary Public. To be attached with Technical Bid]

Name: _____*(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding Document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *Lahore Waste Management Company* deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *Lahore Waste Management Company*. The undersigned further affirms on behalf of the firm that:

(i) The firm has not been blacklisted by the LWMC and/or by the PPRA Punjab.
(ii) The documents / photocopies provided with Bid are authentic. In case, any fake / bogus document was found at any stage, LWMC has full right to blacklist our firm / company as per Law / Rules.
(iii) Integrity Pact: Declaration of Fees, Commission and Brokerage Etc. Payable by The Suppliers of Goods, Services & Works In Contracts Worth Rs. 10.00 Million Or More *[*(**As per Form of Integrity Pact**)

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

FORM OF INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No._____ Dated _____
Contract Value: _____
Contract Title: _____

…… [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer/Client: …… Name of Seller/Supplier: ……

Signature & Seal: …… Signature & Seal: ……

8.5. PERFORMANCE GUARANTEE FORM

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To:

Lahore Waste Management Company (LWMC)
Office No. 4-5, 4th. Floor, Shaheen Complex, Egerton Road, Lahore.
Tel: +92-42-99205153-55, Fax: +92-42-99205156, procurement@lwmc.com.pk

WHEREAS (Name of the Contractor) _____

Hereinafter called "the Contractor" has undertaken, in pursuance of "Invitation to Bids / Short Tender", **SUPPLY AND COMMISSIONING OF 2 NEW PITLESS WEIGHBRIDGE AT LAKHODAIR LANDFILL SITE.**

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____(Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20__, or as specified in BDS/SCC, whichever is later.

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

Seal_____

8.6. TECHNICAL BID FORM

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr. No.	Item Name	Quantity	Specifications dimensions

Stamp & Signature of Bidder _____

8.7 DRAFT CONTRACT

[To be filled, signed & stamped by the Bidder and reproduced on the letter head as well as on the copy of this form. To be attached with Financial Bid]

FOR

SUPPLY AND COMMISSIONING OF 2 NEW PITLESS WEIGHBRIDGES AT LAKHODAIR LANDFILL SITE.

THIS AGREEMENT, together with The Notification of Award / Letter of Acceptance & Scope of Services mentioned in Technical Specifications / TORs which constitute an integral part thereof (hereinafter referred to as the Agreement), is entered into on this ____Day of ___, 20____.

Between **M/S Lahore Waste Management Company (LWMC),** a company registered under section 42 of the Companies Ordinance, 1984 (Hereinafter referred to as the **"Procuring Agency"** or **"LWMC"**, which expression shall where the context permits include its successors-in-interest and permitted assigns) of the first part; and _____(Hereinafter referred to as the **"Contractor"**, which expression shall where the context permits include its successors-in-interest and permitted assigns), of the second part.
The Parties hereto agree as under:

THE PROJECT

The Assignment for which Goods / Services are required to be performed under this Agreement is described as under.

Sr.	Description (As per Technical Specifications / TORs)	Total Contract Price (Inclusive of All Applicable Taxes) (Rs.)
1	Supply of Pitless Weighbridge at Lakhodair Landfill Site	
2	Installation, Commissioning, Configuration and testing charges	
Total Bid Price in Figure (Rs) Inclusive of all applicable taxes		
In Words:		

[*Amounts must coincide with the ones indicated under Total Bid Price in* PRICE SCHEDULE **8.8**].

And has accepted a bid by the Contractor for the supply of those Goods and Services.

NOW THE CONTRACT WITNESS AS FOLLOWS;

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz;

(a) The Bid Form and the Price Schedule submitted by the Bidder;
(b) The Schedule of Requirements;
(c) The Technical Specifications / TORs;
(d) The General Conditions of Contract;
(e) The Special Conditions of Contract; and
(f) The Procuring Agency's Notification of Award.
(g) Contract Agreement / Purchase Order
(h) Complete Bidding document

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

WITNESS (PROCURING AGENCY)

Signature: _____ Signature: _____

Name: _____ Name: _____

Designation: _____ Designation: _____

Seal: _____

WITNESS (CONTRACTOR)

Signature: _____ Signature: _____

Name: _____ Name: _____

Designation: _____ Designation: _____

8.8. PRICE SCHEDULE

[To be signed & stamped by the Bidder and reproduced on the letter head as well as on the copy of this form. To be attached with Financial Bid]

SUPPLY AND COMMISSIONING OF 2 NEW PITLESS WEIGHBRIDGES AT LAKHODAIR LANDFILL SITE.

Sr.	Descriptions (As per Technical Specifications / TORs)	UOM	Quantity (I)	Per Unit Price (Rs.) (Inclusive of all Applicable Taxes) II	Total Bid Price (Rs.) (Inclusive of All Applicable Taxes) III=I*II
1	Supply of Pitless Weighbridge at Lakhodair Landfill Site	Nos.	2		
2	Installation, Commissioning, Configuration and testing charges	Jobs	2		
Total Bid Price in Figure (Rs) Inclusive of all applicable taxes					
In Words: -					

Note;

- Bidders shall fill the price schedule for complete items. Partially / conditionally filled bid / price schedule will be treated as Non-Responsive.
- Evaluation will be carried out on the basis of Total Bid Price with Least Cost Selection method and contract will be awarded to the lowest evaluated / least cost bidder.
- Unit Rates must be inclusive of all applicable taxes, duties, installation, commissioning, testing charges etc. Overwriting, cutting, use of fluid etc in unit rates are not allowed which may lead to cancelation of bid offered.

Stamp & Signature of Bidder _____

8.9. BID SECURITY FORM

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Whereas *[name of the Bidder_____]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE we, are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bidder binds itself and its Bank, its successors, and assigns by these presents. Sealed with the Common Seal of the Bidder this ____day of _____20___.

The Total Bid Security amounting to Rs._____in shape of "Call Deposit Receipt (CDR) / Bank Guarantee / Demand Draft / Pay Order / Bankers Cheque" of the Bank (Name) _____is attached in accordance with Clause 2.3.7 of the Instructions to Bidders.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

   (a) Fails or refuses to execute the Contract Form, if required; or
   (b) Fails or refuses to accept correction of arithmetic errors in Financial Bid; or
   (b) Fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach to our Bank not later than the above date.

Stamp & Signature of Bidder _____

Section IX- Check List

[To be signed and stamped and presented on Bidder's letter head pad]

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr.	Detail	Yes	No
1	Duly Signed & Stamped Bidding Document by Authorized Person.		
2	2% Bid Security of estimated price. bid security will be submitted online as per the guidelines of Punjab e-Procurement system / regulations		
3	Active Registration with Income Tax Authorities (National Tax Number NTN) at least two years old.		
4	Copy of active Registration with Sales Tax Authorities (Operative STRN) at least two years old.		
5	Submission of all required / applicable forms of Section-VIII on Company's Letter Head duly signed and stamped by the authorized person.		
6	Affidavit on Stamp Paper (Rs.100) including Integrity Pact that bidder is not black listed by LWMC and / or by the PPRA Punjab including declaration of Integrity Pact (As per form 8.4)		
7	Experience of at least one '1' Similar Project/ Assignment (Copy of evidence e.g. Experience Letter, Letter of Appointment / Acceptance etc.)		
8	Copy of audited financial statement / reports for the last two years.		
9	Compliance of Technical Specifications / TORs / Additional Technical Requirements (To be verified by the concerned user department).		

Stamp & Signature of Bidder _____